

## ***EMPLOYMENT CONTRACT***

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of March, 2009, by and between the Town of Rockland, Commonwealth of Massachusetts, a municipal corporation, acting by and through its Board of Selectmen, who act hereunder in their representative capacity only and without any personal liability to themselves, hereinafter called "Employer", and Allan Chiocca, of Bridgewater, Massachusetts, hereafter called "Employee".

### **WITNESSETH:**

1. Employer desires to employ the service of Allan Chiocca as Town Administrator of the Town of Rockland, as provided by Article 2 of the Rockland Town Charter, and Chapter 58 of the Acts of 2005, a copy of which is attached hereto, and marked "Attachment A" and

2. It is the desire of the Employer to describe and define the duties, to provide certain benefits, to establish certain terms and conditions of employment, and to set the working conditions of said Employee; and

3. The Employee represents that he is qualified and capable of performing the duties and responsibilities of said position; and

4. Employee desires to accept full time employment as Town Administrator of said Town and to use his best efforts, skills, abilities and training to carry out his duties and responsibilities.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

### **Section 1. Duties**

Employer hereby agrees to employ the Employee as Town Administrator of said Town to perform the functions and related duties of said position as specified in the Rockland Town Charter, applicable Town Bylaws, votes of the Town Meeting, general or special laws, and the job profiles/descriptions/outlines and performance goals/objectives, as agreed upon and signed by both the Employer and the Employee.

The Employee hereby agrees to perform such duties in a timely and efficient manner consistent with applicable professional standards.

## **Section 2. Term**

The term of this Agreement shall be for a period from June 3, 2009, through June 2, 2012, unless sooner terminated in accordance with the provisions hereof. Employee agrees to remain in the exclusive employ of the Employer during the term of this Agreement, and neither to accept other employment nor to become employed by any other employer during said term. Absent an affirmative vote by at least four (4) members of the Board of Selectmen to extend this agreement or re-appoint the Employee, employment shall terminate on June 2, 2012.

The term "employment" shall not be construed to include occasional teaching, writing, or consulting performed during Employee's time off as long as the same does not interfere with the obligations the Employee has to the Employer, nor is adverse to the interests of the Employer. Provided however, that the Employee shall notify the Board prior to engaging in such activities.

Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Board of Selectmen to terminate the services of the Town Administrator anytime, subject only to the provisions as set forth in Sections 2 and 4 of this Agreement, and the Rockland Town Charter.

## **Section 3. Salary**

A. Subject to the terms and conditions of this Agreement, and while he is engaged as and performing the duties of the Town Administrator the Employer agrees to pay the Employee for his services rendered pursuant hereto an annual salary which shall be \$83,386.

B. On February 1, 2010, the Board of Selectmen shall meet with the Employee to review performance and to establish a salary for the fiscal year beginning July 1, 2010. On February 1, 2011, the Board of Selectmen shall meet with the Employee to review performance and establish a salary for the fiscal year beginning July 1, 2011. Nothing contained herein shall prevent the parties from meeting at any time during the term of this agreement to consider changes to the salary of the employee.

C. The Employee recognizes and agrees that he will not be entitled to any salary increases or benefits accorded to other town employees, unless the Employer agrees to same by an amendment to this Agreement. The Employee is an Exempt Official as defined by the Town of Rockland Personnel Bylaw. Any benefits under the Personnel Bylaw not specifically granted under this Agreement shall not accrue to the Employee.

#### **Section 4. Suspension, Separation**

A. Suspension. Employer may suspend the Employee for good cause, with pay and benefits, at any time during the term of this agreement, in accordance with Section 2.18.(a) of the Rockland Town Charter (as amended by Chapter 58 of the Acts of 2005).

B. Termination for Malfeasance The Employer may terminate the service of the Employee at any time for malfeasance. The provisions of Section 2.18.(a) Rockland Town Charter (as amended by Chapter 58 of the Acts of 2005) shall apply to such termination. Upon termination for malfeasance under the provisions of this paragraph all obligations of the parties hereto shall cease and this Agreement shall be void and without recourse to the parties. For purposes of this agreement "malfeasance" is defined as criminal misconduct, whether or not such acts are committed in the course of Employee's employment with the Town.

C. Termination Other Than for Malfeasance. The Employee may be terminated by the Employer, pursuant to Section 2.18.(a) of the Rockland Town Charter,

for failure to meet performance goals established pursuant to Sections 1 and Section 5 hereof, before expiration of the aforesaid term of employment, In that event, Employer agrees to pay Employee a lump sum cash payment of three months salary. Additionally, upon such termination the Employee shall be paid a lump sum cash payment in lieu of all accumulated vacation. Further, The Employer agrees to permit the Employee to remain enrolled in the Employer's insurance plans for three months, provided the Employee pays his share of premiums attributable to his membership to the same extent as if he were still employed by the Employer.

D. In the event Employee voluntarily resigns his position with Employer before expiration of the term of employment provided for herein, then Employee shall give the Employer two months notice in advance unless the parties otherwise agree. In the event Employee voluntarily resigns, he shall not be eligible for severance benefits.

E. Nothing shall prevent the Employer from undertaking the termination of the Employee at such time as the Employee is under suspension.

F. The acceptance by the Employee of the severance pay and/or benefits provided hereunder shall constitute a complete and full release of any other rights, claims or causes of action, whether in law, equity or otherwise, the Employee may have against the Employer, its officers, agents, officials or employees.

## **Section 5. Goals and Objectives**

The Employer, in conjunction with the Employee, shall define such goals and performance objectives, and the Employee's role in the attainment of such goals and objectives, which they determine necessary for the proper operation of the Town and attainment of the Employer's policy objectives. The Board shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. The Employee shall prepare and submit for the Board's approval

goals and objectives which shall be signed by both parties and shall be attached to and become a part of this agreement.

## **Section 6. Hours of Work**

Except as otherwise authorized, the Employee shall devote, as a minimum, such time and effort as is necessary to properly perform the duties and responsibilities of the position.

Due to the unique nature of the municipal management function, it is understood and agreed that in order to properly perform the job required, the Employee may have to expend additional time beyond the normal Town Hall work day, and the Employee agrees to do same as required. It is acknowledged that the position is one of an Executive/Administrative nature as that term is used in the Fair Labor Standards Act, its rules and regulations. There shall be no paid overtime or additional compensation for said additional time.

Employee shall not without the approval of the Board spend more than 5 hours per week in teaching, counseling or other non-employer connected occupational activities, (which activities, regardless of said five hour limit shall not interfere with the obligations the Employee has to the Employer, or be adverse to the interests of the Employer). Examples of such other activities include participation in state and regional associations. Participation as a student in continuing education shall not be considered an activity subject to this paragraph.

## **Section 7. Vacation, Holiday, Emergency Leave and Sick Leave**

A. Employee shall accrue three weeks (15 paid days) vacation leave as of June 3, 2009. On June 3, 2010, June 3, 2011 and every year thereafter, the Employee shall accrue four weeks (20 paid days) vacation leave.

B. With the approval of the Board, the Employee may carry over two weeks of vacation into the following year. Subject to the terms and conditions of this agreement, upon termination the Employee shall be paid for all unused vacation leave.

C. The following shall be paid holidays for the Employee: New Years Day, Labor Day, Martin Luther King Day, Columbus Day, President's Day, Veteran's Day, Patriot's Day, Thanksgiving Day, Memorial Day, Christmas Day, and Independence Day. If any of these days falls on a Saturday, the preceding Friday will be considered the holiday. Holidays on a Sunday will be celebrated on Monday.

D. The Employee shall be allowed fifteen (15) sick days per year. Said sick days may be accumulated for use in the event of long term illness or injury. Said sick days are not eligible for buyback upon resignation or termination. The Employer may request documentation from a physician for absences of more than three (3) days.

E. The Employee shall receive three (3) days emergency or personal leave, effective June 3, 2009 and each year thereafter. Said emergency or personal leave days are not eligible for buyback upon resignation or termination.

F. In the event of the death of a member of the Employee's immediate family, he shall be allowed three days off without loss of pay. "Immediate family" shall be defined as a parent, sibling, child, grandchild, mother-in-law, father-in-law, or spouse of a sibling.

## **Section 8 Health and Other Insurance**

Employee (which term in this context under this provision shall include his dependents) shall be entitled to participate in whatever group medical, dental, life insurance and pension benefit plans are offered by or through the Town of Rockland on the same basis as other Town employees.

## **Section 9. Indemnification**

Employer shall provide indemnification and legal defense for the Employee in accordance with M.G.L. c. 258. To the extent not otherwise prohibited by law said indemnification and legal defense shall include any claim made following the expiration of the term of this agreement or the termination from employment of the Employee, so long as the Employer would have been otherwise obliged to provide indemnification and legal defense had the term not expired or the employment not have been terminated. Employee shall, as a condition of said indemnification and legal defense, cooperate with the Town, its attorneys and agents in all matters relating to said claim.

## **Section 10. Bonding**

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law, bylaw or regulation.

## **Section 11. Other Terms and Conditions of Employment**

A. Reimbursement for Expenses, The Employee shall be reimbursed for mileage for authorized business use of his private automobile, excluding commuting to and from work, at the established Town rate. The Employee will also be reimbursed for other authorized expenses incurred in the conduct of Employer's business. The Employer shall provide \$3000 in the annual budget for professional development, including membership dues for the Massachusetts Municipal Management Association. Funds for professional development shall be subject to appropriation.

## **Section 11. Notices**

Notices pursuant to this agreement shall be given by deposit in the custody of the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows:

1. Employer: Board of Selectmen, 242 Union Street, Rockland, MA 02370

2. Employee: Allan Chiocca, 10 Summerdale Farms Way, Bridgewater, MA 02324

## **Section 12. General Provisions**

A. This Agreement shall constitute the entire Agreement between the parties except to the extent that other documents are referred to herein which documents shall be deemed to be incorporated by reference herein.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective commencing June 3, 2009.

D. All benefits and obligations of the Employer, except as otherwise provided herein, shall be conditional upon the Employee being employed as and performing the services required of the Town Administrator of the Town.

E. The failure of a party to insist on strict compliance with a term of provision of this Agreement shall not constitute a waiver of any term or provision of this Agreement.

IN WITNESS WHEREOF, the Town of Rockland, Massachusetts, has caused this Agreement to be signed and executed in its behalf by its Board of Selectmen, and duly attested by its Town Clerk, and the Employee has signed and executed this Agreement, both in duplicate, the day and year first above, written.

BOARD OF SELECTMEN

EMPLOYEE

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Allan Chiocca

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Date

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Town Clerk



